



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education

LAMONT O. REPOLLET, Ed.D.
COMMISSIONER

ROSALIE S. LAMONTE, Ph.D.
Interim Executive
County Superintendent

July 16, 2019

Mr. Art DiBenedetto
Superintendent of Schools
Hopatcong Borough School District
PO Box 1029
2 Windsor Avenue
Hopatcong, NJ 07843

Dear Mr. DiBenedetto:

I have reviewed the employment contract for Joseph Piccirillo, Assistant Superintendent, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2019 through June 30, 2020 with an annual salary of \$145,000.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

Cc: Carolyn Joseph, School Business Administrator

ASSISTANT/DEPUTY SUPERINTENDENT

Detailed Statement of Contract Costs

District: Hopatcong

Name: Joseph Piccirillo

Job Title: Assistant Superintendent

District Grade Span: PreK-12

On Roll Students as of 10-15 of the prior year 1,534

	2018-2019	2019-2020	Difference	% Inc
Salary				
Salary	\$ -	\$ 145,000	\$145,000	#DIV/0!
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ -	\$ 145,000	\$145,000	#DIV/0!
Additional Salary				
Quantitative Merit Goals	\$ -	\$ 10,000		
Qualitative Merit Goals	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ 10,000	\$10,000	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ -	\$ 155,000	\$155,000	#DIV/0!
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ -	\$ 40,000		
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ -	\$ 375		
Vision Insurance	\$ -	\$ 375		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Waiver of Benefits	\$ -	\$ -		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ -	\$ 40,750	\$40,750	#DIV/0!
Employee Contribution to Premiums as per Law	\$ -	\$ 4,750	\$4,750	#DIV/0!
TOTAL HEALTH BENEFITS COMPENSATION	\$ -	\$ 36,000	\$36,000	#DIV/0!
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ -	\$ 1,500		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ -	\$ 3,500		
Tuition Reimbursement	\$ -	\$ 5,250		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ -	\$ -		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -	\$ -		
TOTAL OTHER COMPENSATION	\$ -	\$ 10,250	\$10,250	#DIV/0!
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ -	\$ 7,500		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ -	\$ 7,500		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ -	\$ 15,000	\$15,000	#DIV/0!
TOTAL CONTRACT COST	\$ -	\$ 216,250	\$216,250	#DIV/0!

ASSISTANT SUPERINTENDENT
EMPLOYMENT AGREEMENT
BETWEEN
JOSEPH PICCIRILLO
and the
HOPATCONG BOARD OF EDUCATION

THIS AGREEMENT is made and entered into on June 25, 2019, by and between Joseph Piccirillo ("Assistant Superintendent" or "Piccirillo") and the Hopatcong Board of Education, with offices located at 2 Windsor Avenue, Hopatcong, New Jersey 07843 ("Board") (collectively the "Parties" and individually a "Party").

WHEREAS, the Board desires to employ Piccirillo as the Assistant Superintendent of Schools; and

WHEREAS, the Board desires to provide the Assistant Superintendent a written agreement setting forth the terms and conditions of his contractual employment with the Board; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree that the following paragraphs shall constitute the terms and conditions of the Assistant Superintendent's employment:

1. TERM. The Board hereby employs the Assistant Superintendent for the period beginning July 1, 2019 and ending June 30, 2020.

2. COMPENSATION. The Board shall pay an annual salary of \$145,000. It is understood that payments are subject to applicable taxes and deductions required by law. The

annual salary shall be paid in accordance with the schedule of salary payments in effect for other certified employees.

3. MERIT INCREASES. The Assistant Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criteria. The Board and Assistant Superintendent shall select up to three (3) quantitative merit criteria. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit criteria. The Assistant Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved. However, the total merit bonus received by the Assistant Superintendent shall not exceed \$10,000. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

4. PROFESSIONAL CERTIFICATION. The Assistant Superintendent warrants that he possesses a valid and appropriate certification to serve in the position of the Assistant Superintendent in the State of New Jersey and that said certification is now and shall remain in full force and effect throughout the term of this Agreement. The Assistant Superintendent shall notify the Board immediately in the event of any change to such certification. The Assistant Superintendent shall provide the Board with a copy of his certificate prior to execution of this Agreement.

5. REVOCATION CLAUSE. The Parties hereto agree that in the event

the Assistant Superintendent's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Assistant Superintendent is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and his employment shall cease.

6. PROFESSIONAL DEVELOPMENT. The Board will reimburse the Assistant Superintendent for his attendance at workshops and conferences upon prior approval of the Board. However, reimbursement for professional development shall not exceed \$3,500.

7. DUTIES. The Assistant Superintendent agrees to give his best professional services and to faithfully perform the duties of the position of the Assistant Superintendent of Schools, as assigned by the Board and prescribed by Federal and State law, the regulations of the State Board of Education and other agencies, the by-laws, policies and regulations of the Board, and the job descriptions as existing and as may be amended by the Board from time to time. The Assistant Superintendent shall work five days per week, except during holidays when school and its offices are closed. The Assistant Superintendent shall attend evening commitments (including, but not limited to, Board and Committee meetings, back-to-school night, parent/teacher conferences, and hearings/presentations by the Board), when requested by the Board. There shall be no additional compensation for attending evening commitments. The Assistant Superintendent shall be available during non-school day hours by telephone and shall provide the Board, the Superintendent, and the Board Secretary/Business Administrator with telephone numbers for the purposes of communication during non-school day hours to discuss District related business.

8. BENEFITS.

a. Insurance: The Board shall provide the Assistant Superintendent and his eligible dependents with full health and medical care coverage. Pursuant to applicable law and regulation, the Assistant Superintendent shall contribute an amount toward payment of premiums. The Board shall pay the full premium, minus a contribution by the Assistant Superintendent of 10% of the premium cost of such coverage. The contribution percentage shall be paid by the Assistant Superintendent through payroll deduction. The Board also shall provide the Assistant Superintendent and his eligible dependents with a prescription plan. The Board shall pay the full premium of the prescription and dental plans, minus a contribution of 10% of the premium cost, of such coverage, which shall be paid through payroll deduction. The Board shall provide the Assistant Superintendent annually \$375.00 to be drawn upon for vision claims. The Board shall provide the Assistant Superintendent annually \$375.00 to be drawn upon for dental claims.

b. Vacation: The Assistant Superintendent shall be entitled to twenty-four (24) vacation days (with pay) per year. All vacation days shall be available to the Assistant Superintendent as of July 1 of each year of the contract. The Assistant Superintendent shall take vacation time after receiving approval from the Superintendent. Unused vacation time will accumulate up to five days per year.

c. Holidays: The Assistant Superintendent shall be entitled to all holiday leave in accordance with the approved district school calendar and Federal and State law.

d. Sick Leave: The Assistant Superintendent shall receive ten (10) sick days annually. He may start with transferred sick days from his current district by providing a letter certifying the number of days.

e. Deferred Compensation: Upon the Assistant Superintendent's retirement from the district, the Board shall pay for his unused, accumulated sick days at the per diem rate of a day's pay for each unused sick day. For purposes of this paragraph, a day's pay is defined as one two-hundred sixtieth ($1/260$) of the Assistant Superintendent's final annual salary. Upon the Assistant Superintendent's separation from employment, the Board shall pay him for his unused vacation days at the rate of one day's pay for each vacation day. The maximum combined payment for unused sick and vacation days shall be fifteen thousand dollars (\$15,000.00). Payment hereunder shall be made within thirty (30) days of the Assistant Superintendent's last day of employment to a TSA/403b account. In the event of the Assistant Superintendent's death, payment for his unpaid vacation days shall be made to his estate.

9. Mileage Reimbursement. The Assistant Superintendent shall be reimbursed for actual mileage when using his/her personal vehicle for Board business as annually established by the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. However, reimbursement for mileage shall not exceed \$1,500.

10. TERMINATION OF AGREEMENT.

a. This Contract shall terminate and the Assistant Superintendent's employment will cease, under any one of the following circumstances:

- i. revocation or suspension of the Assistant Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- ii. forfeiture under N.J.S.A. 2C:51-2;

- iii. mutual agreement of the parties subject to approval by the Executive County Superintendent;
- iv. notification in writing by the Board of the Board's intent not to renew this Contract; or
- v. material misrepresentation of employment history, educational and/or professional credentials relating to his position as a certificated educator, or of his criminal background.

b. In the event the Assistant Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

c. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

d. This Agreement may be terminated by either Party for any reason whatsoever by furnishing the other Party with written notice thirty days in advance of any intended severance of this Agreement.

11. TUITION REIMBURSEMENT. The Board shall reimburse the Assistant Superintendent for tuition costs incurred for graduate level courses up to \$5,250 per year. The courses shall be at an accredited institution or higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or

discipline judged to be a benefit to the Board. The Assistant Superintendent shall seek and obtain Board approval prior to enrolling in any graduate course of study.

12. TELEPHONE CONTACT. The Assistant Superintendent shall provide the Superintendent and the Board with a telephone number or numbers where he may be reached outside of regular office hours.

13. INDEMNIFICATION. Anything contained herein to the contrary notwithstanding, the Board agrees that while the Assistant Superintendent is providing services to the Board under this Agreement, he is entitled to the protection of the indemnification provisions of *N.J.S.A.* 18A:16-6 and any other applicable New Jersey Statutes. The Assistant Superintendent agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

14. CRIMINAL HISTORY CHECK. The Assistant Superintendent shall be subject to a criminal history record check as set forth in *N.J.S.A.* 18A:6-7.1 to 7.5. and shall furnish the Board with verification of same. The Assistant Superintendent shall bear the cost for the criminal history record check.

15. SAVINGS CLAUSE. If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

16. AGREEMENT TO BE BOUND. The parties hereto represent to each other that they fully understand the terms and conditions of this Agreement, and agree to be bound by same

pursuant to the rules and regulations of the Department of Education and the State of New Jersey.

17. ENTIRE AGREEMENT. This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Assistant Superintendent's retention by the Board. This Agreement shall be construed accordance with the provisions of the laws of New Jersey and is subject to approval by the Executive County Superintendent of Schools.

18. MODIFICATION CLAUSE. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of this Agreement. This Agreement embodies the entire agreement between the Parties.

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IN WITNESS WHEREOF, the Board has caused this Agreement to be approved on its behalf by a duly authorized officer and the Assistant Superintendent has approved this Agreement effective on the date and year specified above.

JOSEPH PICCIRILLO

**HOPATCONG BOARD OF
EDUCATION**

Joseph Piccirillo

BY: _____
Anthony Fasano
Board President

DATED: _____

DATED: _____

WITNESS:

WITNESS:

Carolyn Joseph
Business Administrator/Board Secretary

DATED: _____

DATED: _____